



201110120033
Skagit County Auditor

10/12/2011 Page 1 of 3 1:23PM

When recorded return to:
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

CHICAGO TITLE

620014160

This Agreement is made and entered into by and between the City of Anacortes, a municipal corporation and Skagit County Public Hospital District #2 D/B/A Island Hospital, hereinafter referred to as "OWNERS".

Whereas, OWNERS, Island Hospital, the owners of the following described real estate located within the City of Anacortes, Skagit County, Washington, also known as 1014 26th Street, Anacortes, WA.

P 57323
Encroachment Agreement – Lot 15, 16 and 17 Block 3, "PLAT OF HENSLER'S FIRST ADDITION TO THE CITY OF ANACORTES, SKAGIT CO., WASH", as per plat recorded in Volume 3 of Plats, page 46, records of Skagit County, Washington.

Whereas, the Owners have placed certain improvements in the right of way adjacent to said property consisting of:

To encroach into the city ROW 12 feet 6 inches by 10 feet of off their south east property line (corner) to install a sign to show direction to the Island Hospital Emergency Entrance.

Chicago Title has placed this document for recording as a customer courtesy and accepts no liability for its accuracy or validity

Now, therefore, parties hereby agree as follows:

Whereas, the City is agreeable to allowing said encroachment on certain terms and standard conditions:

1. The enclosed agreement must be signed and notarized by each property owner(s) and returned to Cherri Kahns, Executive Secretary.
2. The Owner(s) agree to comply with all applicable ordinances, laws and codes in constructing the encroachment and further agree to remove the said

encroachment within a reasonable time upon request by the City of Anacortes or a duly franchised public utility. The Owner(s) understand and agree that all costs incurred in removing said improvements shall be at the Owner's sole expense.

- 3. The Owner(s) agree to indemnify and hold the City harmless from any claims for damages resulting from construction, maintenance or existence of those improvements encroaching into said right-of-way.
- 4. The Owner(s) shall not obstruct water meters or other public or private facilities except as approved in this agreement.
- 5. The Owner(s) shall ensure that any public or private utilities are not impacted or damaged by construction or use.
- 6. The Owner(s) shall leave a minimum of 48 inches of clearance between the curb or edge of street and any above grade construction.
- 7. The construction and use shall not create clear view obstructions at intersections or private property access.

Special Conditions

None

DATED this 30th day of September, 2011

OWNER: By: Wesley P. Quinn
Skagit County Public Hospital District #2 D/B/A Island Hospital

APPROVED By: H. Dean Maxwell
H. Dean Maxwell, Mayor

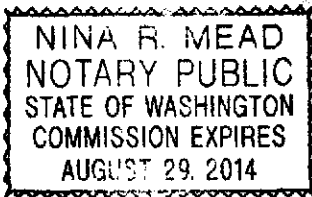


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STATE OF WASHINGTON)) ss
COUNTY OF SKAGIT)

On this day personally appeared before me, Skagit County Public Hospital District #2 D/B/A Island Hospital, to me known to be the individual described in and who executed the foregoing agreement and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of September, 2011.



Nina R. Mead
(Signature)
Notary Public in and for the State of WA.
Nina R. Mead
(Print Name)
Residing in Anacortes, Washington.
My commission expires: 8-29-14



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